IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.475 OF 2004
IN
SUMMARY SUIT NO.1267 OF 2004

Kailash M. Jogani ....Plaintiff
V/s.
Yogendra N. Shah & Anr. ....Defendants

Mr.R.D. Dave i/b M/s.N.N. Vaishnawa for the Plaintiff.
Mr.M.D. Mali for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 25TH AUGUST, 2005.

P.C. :

1. The suit is filed to recover the amounts lent and advanced by the Plaintiff to Defendant No.2 at the request of both the Defendants. In consideration thereof, Defendant No.1 executed a promissory note on which the suit is filed. The mere fact therefore that the cheque issued by the Plaintiff was credited to the account of Defendant No.2 does not mean that Defendant No.1 is not liable for the same in view of his having executed the promissory note.

2. As far as Defendant No.1 is concerned, there is no defence to the suit.

3. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as against Defendant No.1 alone.

4. Defendant No.2 is granted unconditional leave to defend the suit.

5. The suit is transferred to the list of commercial causes as against Defendant No.2.

6. Defendant No.2 to file her written statement within four weeks from today.

7. Discovery and Inspection to be completed within six weeks thereafter.

8. Summons for Judgment stands disposed of as against Defendant No.2.